

AG Contract No. KR98-0698-TRN
ADOT ECS File No. JPA 98-46
Project: SR 101L Agua Fria Freeway
Section: Camelback Rd. - Northern Ave.
TRACS No.: H4578 01D

INTERGOVERNMENTAL AGREEMENT

C69-99.010.2.

BETWEEN
THE STATE OF ARIZONA
AND

THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

THIS AGREEMENT is entered into 16 September, 1998,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the
"STATE") and FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, acting by and through its
BOARD OF DIRECTORS (the "DISTRICT").

I. RECITALS

1. The STATE is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the STATE.
2. The DISTRICT is empowered by Arizona Revised Statutes Section 48-3603 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the DISTRICT.
3. The DISTRICT has three (3) or more basins with an estimated 1,000,000 cubic yards (c.y.) of borrow available to be excavated for their Northern Avenue/Orangewood Road storm drain project. The STATE is in need of approximately 900,000 c.y. of borrow for their Agua Fria Freeway, Camelback Road to Northern Avenue project. It is in the best interest of the DISTRICT and the STATE to share in the cost of materials and labor (as shown in Exhibit "A") to excavate these basins and haul the material to the Agua Fria Freeway, herein referred to as the "Project". The purpose of this agreement is to define each party's responsibilities.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 22670
Filed with the Secretary of State
Date Filed: 09/16/98

Shirley D. Paulson
Secretary of State

Dick V. Duren
Secretary of State

II. SCOPE OF WORK

1. The DISTRICT will:
 - a. Be responsible for one hundred percent (100%) of the actual cost of stripping and stockpiling the topsoil from the basin sites prior to excavation, estimated at \$156,250.00 (125,000 c.y. at \$1.25/c.y.).
 - b. Be responsible for fifty percent (50%) of the actual cost of the basins' excavation and haul of the borrow, estimated at \$1,629,000.00 (900,000 c.y. at \$3.62/c.y. x 50%) and for fifty percent (50%) of the actual cost of pre-wetting the excavated material, estimated at \$194,750.00 (1,025,000 c.y. at \$0.38/c.y. x 50%).
 - c. Identify the location of each basin and the quantity of excavation available. Prioritize the sequence of construction for the basins to meet the needs of both parties and participate in the approval of the excavation.
 - d. Provide the geotechnical investigation reports for the basins to the STATE for review.
 - e. Provide to the STATE, excavation plans for the basins, including requirements for stripping and stockpiling of topsoil by November 1, 1998.
 - f. Review the contractors bid and notify the STATE, within 30 days, of any problems with the bid.
 - g. Inspect and approve the final excavation of the basins.
 - h. Upon receipt of an invoice, pay the STATE the actual costs for the DISTRICT'S share of the work plus 14% for construction management.
 - i. Be responsible for placing topsoil plating; for any necessary recontouring or drainage improvements in the basins; and for landscaping and maintaining the completed basins.
 - j. Be responsible for contractor claims for delays or extra compensation for any reason attributable to the DISTRICT.
2. The STATE will:
 - a. Be responsible for one hundred percent (100%) of the placement and compaction of the excavated material as freeway embankment, estimated at \$360,000.00 (900,000 c.y. at \$0.40/c.y.).
 - b. Be responsible for fifty percent (50%) of the actual cost of the basins' excavation and haul of the borrow, estimated at \$1,629,000.00 (900,000 c.y. at \$3.62/c.y. x 50%) and for fifty percent (50%) of the actual cost of pre-wetting the excavated material, estimated at \$194,750.00 (1,025,000 c.y. at \$0.38/c.y. x 50%).
 - c. Be responsible for design plans for the freeway, specifications, construction administration and other documents that are required for the construction of the Project.

- e. Call for bids and award one or more construction contract(s) for the Project. Administer same and make all payments to the contractor(s). Be responsible for contractor claims for delays or extra compensation for any reason attributable to the STATE.
- f. Require its contractor to add the DISTRICT as additionally insured.
- g. Be responsible for all public involvement and haul permits.
- h. Upon receipt of construction bid, notify the DISTRICT of the actual cost for the completion of the Project and supply the DISTRICT a copy of the bids for review.
- i. Upon completion of the Project, invoice the DISTRICT and provide a recapitulation for the actual costs associated with the Project.
- j. Upon completion of the Project, be responsible for operation and maintenance of the Agua Fria Freeway.

III. MISCELLANEOUS PROVISIONS

- 1. Each party to this agreement will pay for and not seek reimbursement for its own personnel and administrative costs associated with these projects, with the exception of construction management, if provided with in house staff.
- 2. This agreement shall remain in force and effect until completion of said Project; except any provisions herein for maintenance, which shall be perpetual, provided, however, that this agreement, may be canceled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.
- 3. This agreement shall become effective upon filing with the Secretary of State.
- 4. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.
- 5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
- 6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.
- 7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Flood Control District of Maricopa County
Chief Engineer and General Manager
2801 W. Durango Street

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

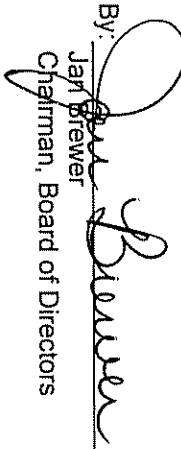
FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
a Municipal Corporation and Political
Subdivision of the State of Arizona


Recommended:

By: 
MICHAEL S. ELLEGOOD, P.E.
Chief Engineer and General Manager


7/23/98
(DATE)

Approved and Accepted:

By:  AUG 19 1998
Jan Brewer
Chairman, Board of Directors Date

Attest:
By:  AUG 19 1998
Clerk of the Board Date

This foregoing Intergovernmental Agreement has been reviewed pursuant to Arizona Revised Statutes 11-952, as amended, by the undersigned General Counsel, who has determined that it is in proper form and within the powers and authority granted to the Flood Control District of Maricopa County under the laws of the State of Arizona.

By: 
District General Counsel

7/22/98
(DATE)

STATE OF ARIZONA
Department of Transportation

By:  09/04/98
VICTOR M. MENDEZ, P.E. Date
Deputy State Engineer

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Exhibit "A"
Drainage Basin Excavation
Estimated Project Cost

Quantity	Unit Cost	FCD Cost	% share	ADOT Cost	% share
Topsoil Stripping	125,000 cy	\$1.25 /cy	100	\$156,250.00	0
Pre-wetting	1,025,000 cy	\$0.38 /cy	50	\$194,750.00	50
Basin Excavation and Haul	900,000 cy	\$3.62 /cy	50	\$1,629,000.00	50
Placement and Compaction as Roadway Embankment	900,000 cy	\$0.40 /cy	0	\$0.00	100
Sub-total				\$1,980,000.00	
14% Construction Management				\$277,200.00	
Total				\$2,257,200.00	
				\$2,489,475.00	

RESOLUTION

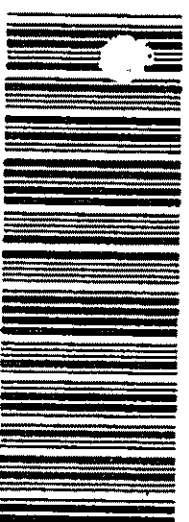
BE IT RESOLVED on this 8th day of April 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Flood Control District of Maricopa County for the purpose of defining responsibilities to share in the cost of materials and labor to excavate three or more basins and haul the material to the Agua Fria Freeway for embankment.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Eiputy State Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID ALLOCCO, acting Manager
Engineering Technical Group

for MARY E. PETERS, Director



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

94-0367318 05/06/94 12:46

FILED 1 OF 1

Resolution FCD 93-15

Northern/Orangewood Storm Drain Project

WHEREAS, the Flood Control District of Maricopa County, the City of Glendale, and the City of Peoria have identified a flooding problem in the area of Northern and Orangewood Avenues from 67th Avenue west to New River; and,

WHEREAS, the Flood Control District of Maricopa County, the City of Glendale, and the City of Peoria are entering into an intergovernmental agreement FCD IGA 94003 to provide plans and special provisions for construction of a storm drain to alleviate the flooding problem; and,

WHEREAS, the Board of Directors of the Flood Control District of Maricopa County recognizes the need for flood protection in Maricopa County and hereby authorizes the planning and design of the Northern/Orangewood Storm Drain Project; and,

WHEREAS, the Flood Control District of Maricopa County, the City of Glendale, and the City of Peoria now desire to acquire the necessary rights of way for the project; and,

WHEREAS, it will be necessary to obtain fee ownership and/or easements across private and government property lying within the area designated for Northern/Orangewood Storm Drain Project.

NOW, THEREFORE, BE IT RESOLVED, that the Chief Engineer and General Manager of the Flood Control District of Maricopa County is directed and authorized to negotiate with owners of all parcels of property required for flood control and to acquire said property rights needed for the construction of the Northern/Orangewood Storm Drain Project to be authorized by IGA 94003 between the above mentioned parties.

BE IT FURTHER RESOLVED, that the District's Chief Engineer and General Manager is hereby directed and authorized to hire, retain, or otherwise utilize the professional services of the County Attorney's Office or private counsel to initiate and prosecute action and proceedings in the manner required by law to condemn any and all property rights required for the Northern/Orangewood Improvement Project which cannot be obtained by donation or purchase in the following locations:

Sec. 5, 4, 3, 2, & 1 T2N, R1E, W 1/2 Sec. 6 T2N, R2E, Sec. 31 T3N, R2E,
and S 1/2 Sec. 33, 34, 36 T3N, R1E, all lying within the Salt and Gila River
Base and Meridian, Maricopa County, Arizona.

Dated this 22 day of April, 1994

ATTEST:

[Signature] Clerk of the Board
Date APR 20 1994

[Signature]
Chairman Board of Directors



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2997

GRANT WOODS
ATTORNEY GENERAL

TRN Main: (602) 542-1680

Direct: (602) 542-8837

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MAIN PHONE : 542-5025

TELECOPIER : 542-4085

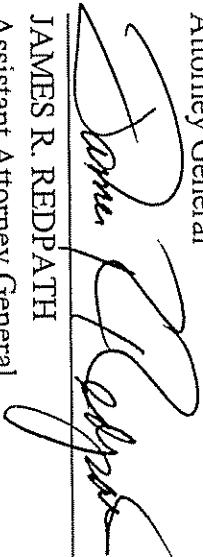
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR98-0698TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE September 10, 1998.

GRANT WOODS
Attorney General



JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:ef/15176

Enc.